

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

v.

HESHAM IBRAHIM ELMASSRY

FILED
J.N. 11-16-07
NOV 16 2007

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

No. 07 CR 736-1
Judge Joan B. Gottschall

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on November 15, 2007, and for and in consideration of bond being set by the Court for defendant HESHAM IBRAHIM ELMASSRY in the amount of \$100,000, being fully secured by real property, **HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD (husband and wife) and GRANTOR(S)** hereby warrant and agree:

1. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD warrant that they are the sole record owners and titleholders of the real property located at 2087 Trafalgar Court, Romeoville, Illinois, and described legally as follows:

LOT 59, IN LAKEWOOD FALLS UNIT 5 POD 24, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 12, 1999, AS DOCUMENT NUMBER R99-124552, IN THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS.

P.I.N: 03-12-302-060

HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property approximately equals at least \$100,000.

2. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD agree \$100,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant HESHAM IBRAHIM ELMASSRY fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD further understand and agree that, if the defendant HESHAM IBRAHIM ELMASSRY should violate any condition of the Court's release order, and their equity in the property is less than \$100,000 they will be liable to pay any negative difference between the bond amount of \$100,000 and their equitable interest in the property, and HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD hereby agree to the entry of a default judgment against them for the amount of any such difference. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD understand that should defendant HESHAM IBRAHIM ELMASSRY fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD have executed a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

5. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant HESHAM IBRAHIM ELMASSRY they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD agree that the United


States shall file and record a copy of this Forfeiture Agreement with the Will County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. HESHAM IBRAHIM ELMASSRY AND GREHAN ABDULJAWAD hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.


Date: 11/16/07


HESHAM IBRAHIM ELMASSRY
Defendant
Surety/Grantor

Date: 11/16/07


GREHAN ABDULJAWAD
Surety/Grantor
Signed by Power of Attorney
Hesham I. Elmassry

Date: 11-16-07


Witness

Return to:
Bissell
United States Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604